

RESOURCE, ECONOMIC & EMPLOYMENT DEVELOPMENT  
CONTRIBUTION AGREEMENT

1. PARTIES

BETWEEN:

THE GOVERNMENT OF CANADA  
represented herein by the  
Minister of Indian Affairs  
and Northern Development  
(hereinafter referred to  
as "CANADA").

AND:

THE GOVERNMENT OF MANITOBA  
represented herein by the  
Minister of Natural Resources  
(hereinafter referred to as  
"MANITOBA").

2. WHEREAS the Parties hereto entered into an Agreement dated August 17, 1984 for provision of service to trappers, and said Agreement was terminated June 30, 1985;

AND WHEREAS continued delivery of designated projects and services will fulfill an indicated need to trappers of Manitoba, many of whom are Indians;

AND WHEREAS said trappers have joined together under the Manitoba Registered Trappers Association to represent their interests;

AND WHEREAS further consultation is required with Locals of Manitoba Registered Trappers Association to continue development of the new wild fur policy and administrative revisions, and obtain their concurrence prior to implementation;

AND WHEREAS the services provided by Trapline Officers in northern communities is a valued and productive service;

AND WHEREAS revised duty and supervision plans for Trapline Officers implemented by the Manitoba Wildlife Branch are ensuring an improved level of service to trappers;

AND WHEREAS trapping remains vital to the economic and cultural fabric of many communities in Manitoba and is particularly important to some thirty-five (35) northern communities with substantial Indian populations and it is agreed that the interest of Canada, Manitoba and the trappers can best be served by a joint wild fur agreement.

AND WHEREAS the wild fur industry is in danger of imminent collapse under the weight of initiatives by international anti-fur groups, unless prompt and definitive remedial measures in the areas of humane trapping and public and trapper education are undertaken.

AND WHEREAS THE PARTIES HERETO AGREE THAT:

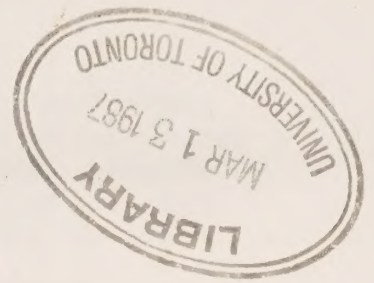
3. GENERAL TERMS

NOW THIS AGREEMENT WITNESSES that the parties hereto mutually covenant and agree that this agreement should include and provide for those items hereafter listed.

A) CONDITIONS

1) That Manitoba Shall:

- (a) implement, administer, supervise and manage the program set out in this Agreement (including all projects resulting therefrom).







- (b) establish a financial coding system relative to this Agreement clearly identifying program expenditures to facilitate auditing processes.
  - (c) prepare a formal activity report upon completion of the projects by March 31, 1986.
- 2) That Canada Shall:
- (a) upon approval of this Agreement, advance to Manitoba payment equal to 100% of Canada's share of anticipated expenditures for fiscal year 1985/86 which expenditures are to be confirmed by a certified audited statement submitted by Manitoba not later than June 30, 1986.
  - (b) accept return to the Receiver General for Canada of any part of this contribution not expended in the fiscal year 1985/86 should a difference between estimated and actual statements of expenditures occur, or if requested by Manitoba, accept an extension of this Agreement to allow for the completion of the program as set out herein.
- 3) That Canada's total liability under this Agreement shall not exceed the sum as defined and apportioned in the program summary of costs as set out in Condition No. 4 - Financial Terms.
- 4) That Canada reserves the right during this Agreement to appoint an officer of the Department of Indian Affairs and Northern Development to serve in a liaison capacity with officials of Manitoba and that Manitoba agrees to afford such officer reasonable access to provincial records, reports, accounts, financial records and other data of any kind whatsoever relating to the program as set out in this Agreement.

#### 4. FINANCIAL TERMS

##### Purpose and Application of Financial Assistance

1. To provide ongoing services which will enable trappers to maintain and expand fur harvests, and to facilitate their meaningful involvement in development of the wild fur industry.
2. The Province reiterates its commitment to:
  - (a) the prudent delivery of the project which will optimize fur harvests in designated areas of Manitoba;
  - (b) the provision of maximum possible encouragement to producers to expand their harvests; and,
  - (c) the involvement of trappers and their organizations in fur management and development work.

##### Cost of Program

	<u>Manitoba</u>	<u>Canada</u>
A. Salaries:		
Regular Staff	191.7	--
Trapline Officers	87.50	87.50
B. Components:		
Program Supervision	35.0	--
Field Management	50.0	--
Fur Institute of Canada	20.0	--
Statistical Services	25.0	5.0
Wildlife Services	15.0	--
Trapline Officer Services	35.0	30.0
Education Services	40.0	35.0
Trapline Infrastructure	4.6	5.0
Consultation	12.0	7.5
Humane Trapping	27.5	20.0
MRTA Support	30.9	30.0
	<u>295.0</u>	<u>220.0</u>



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5. INDEMNIFICATION

Manitoba shall indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of Manitoba, its servants or agents, in the provision of the service, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

6. NON-COMPLIANCE

Where Manitoba fails to perform or observe any term, condition or covenant contained herein, or security given hereunder, or fails in the opinion of Canada to conduct the activities in a proper and businesslike manner, then, Manitoba shall be deemed to be in non-compliance hereunder and Canada may terminate this agreement. Any right of action available to Canada against Manitoba in respect of any breach of a covenant herein contained shall not be thereby prejudiced.

7. HOUSE OF COMMONS

That no member of the House of Commons or the Legislative Assembly of Manitoba shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement, or to any benefit to arise therefrom.

8. NOTICES

That any notice which may or is required to be given pursuant to this Agreement shall be in writing and is sufficiently given if served personally upon the following party or sent by single registered mail to the following party or received from the following party:

(a) in the case of Canada:

The Honourable Minister of Indian Affairs and Northern Development,  
Ottawa, Ontario.

(b) in the case of Manitoba:

The Honourable Minister of Natural Resources, Winnipeg, Manitoba.

9. DATES

This agreement shall become effective retroactively on the 1st day of April, 1985 and will terminate on the 30th day of June, 1986.

10. PROCLAMATION

IN WITNESS WHEREOF the parties hereto have set their hands as of the date(s) indicated herein.

SIGNED, (SEALED AND DELIVERED)  
in the presence of:

GOVERNMENT OF CANADA

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Minister of Indian Affairs  
and Northern Development

GOVERNMENT OF MANITOBA

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Minister of Natural Resources

